

Agreement
Between
Sequoia and Kings Canyon National Parks
And
Sequoia National Forest,
California Department of Forestry and Fire Protection
Tulare Ranger Unit,
Bureau of Land Management, Bakersfield Field Office,
and Kern County Fire Department.

This Agreement is entered into between the Sequoia and Kings Canyon National Parks, hereinafter referred to as the “Park Service”; Sequoia National Forest, hereinafter referred to as the “Forest Service”; California Department of Forestry and Fire Protection -Tulare Ranger Unit, hereinafter referred to as “CDF”; Bureau of Land Management, Bakersfield Field Office, hereinafter referred to as the “BLM”; and Kern County Fire Department, hereinafter referred to as the “County”. These agencies collectively have established the Southern Sierra Geographic Information Cooperative, hereinafter referred to as the “SSGIC”.

ARTICLE I - BACKGROUND AND OBJECTIVES

The purpose of this Agreement is to design, test, and implement an interagency landscape-scale information framework for interagency fire coordination, including planning and support that effectively and efficiently manages interagency GIS and information sharing in the Southern Sierra; to provide data development and utilization that is seamless, readily accessible and available; to enhance and optimize the use of data and analysis modules; to defining, develop, and evaluate appropriate analysis modules; and to develop interagency fuels management plans. The Joint Fire Science Program has funded this initiative in the amount of \$317,000. The Joint Fire Science Program is a partnership of six federal agencies established in 1998 to fill the gaps in knowledge about wildland fire and fuels.

The geographic scope of this project includes the Kings, Kaweah, Tule, Kern, Caliente, and Mojave watersheds as shown in Attachment A, “Southern Sierra Geographic Information Cooperative Area”.

ARTICLE II - AUTHORITY

This Agreement is entered into under the authority of the Reciprocal Fire Protection Act, 42 USC 1856a, which authorizes agencies to enter into agreements for mutual assistance for fire protection activities.

ARTICLE III - STATEMENT OF WORK

A. The Park Service agrees to:

1. Provide overall project coordination guidance and oversight.
2. Provide GIS technical coordination between the SSGIC and the link to the various

watershed councils.

3. Manage and disperse funds according to an approved project plan.
4. Reimburse all other parties contingent on prior approval as stated in Article VIII
5. Hire and manage a federal employee(s) dedicated to support the SSGIC objectives at the Park Service Ash Mountain office in Three Rivers, CA.

B. The Forest Service agrees to:

Provide GIS technical coordination between the SSGIC, Tule River Indian Reservation, and the Sierra and Inyo National Forests.

C. The CDF agrees to:

Provide GIS technical coordination between the SSGIC and the CDF Fresno-Kings Ranger Unit, Fresno and Tulare Counties.

D. The BLM agrees to:

Provide GIS technical coordination between the SSGIC and the US Fish and Wildlife Service, and the BLM California Desert District.

E. County agrees to:

Provide GIS technical coordination between the SSGIC and Kern County and the Kern Council of Governments.

F. All agencies mutually agree to:

1. Develop and update, as needed, a project plan and participate fully in implementing the project plan.
2. Establish a steering committee with designated agency representatives.
3. Establish, manage and support contracts related to this Agreement as appropriate within agency guidelines.
4. Cooperate and contribute required services and best available data necessary to implement the project plan and accomplishment of project objectives.

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall become effective on the date of the final signature and shall remain in effect for five years.

ARTICLE V - KEY OFFICIALS

- A. The personnel listed below are identified as key officials and considered essential to the project being performed under this Agreement.

1. NATIONAL PARK SERVICE

Pat Lineback
GIS Coordinator
Sequoia and Kings Canyon National Parks
Three Rivers, CA 93271
(559) 565-3275

2. FOREST SERVICE

Aaron Gelobter
Fire Management Officer
Sequoia National Forest
900 W. Grand Ave.
Porterville, CA 93257
(559) 784-1500 ext. 1121

3. CDF

Gary Marshall
Operations Chief
Tulare Ranger Unit
1968 South Lovers Lane
Visalia, CA 93277
(559) 732-5954

4. BLM

Acting Tony Sarzotti
Fire Management Officer
Bakersfield Field Officer
3801 Pegasus Drive
Bakersfield, CA 93308
(661) 391-6051

5. COUNTY

Dave Ward
Deputy Chief
Kern County Fire Department
5642 Victor Street
Bakersfield, CA 93308
(661) 391-7023

B. Any change in key officials must be agreed to by the other key officials.

ARTICLE VI - PAYMENT AND INVOICES

A. Payments will be made by the Park Service as follows, subject to prior approval by the Park Service's GIS Coordinator, as provided in Article VIII of this Agreement:

1. To the Forest Service and to BLM on a quarterly basis through OPAC . Billing invoices shall be directly submitted through the key NPS official identified in VA1.
2. To the CDF or County through Electronic Funds Transfer upon submission of an invoice to the key official designated in Article VA.

B. OPAC information:

1. Park Service: Agency Location Code (ALC): 14-10-0099, Job Code: 8550-0001-454
2. Forest Service: ALC: 12-40-1100
3. BLM: ALC: 14-11-0008

C. Nothing in this Agreement shall be construed as obligating the Park Service, Forest Service, CDF, BLM, or County to expend any funds in excess of those appropriated by law for any given fiscal year.

D. The commitment of funds in furtherance of this Agreement shall be authorized by individual written Task Agreements issued against this Agreement by a Park Service contracting officer identifying each project or group of projects, amounts of funding, account number(s), and any other special term or condition applicable to that project.

ARTICLE VII - LIABILITY

Each party agrees to waive all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

ARTICLE VIII - PRIOR APPROVAL

Any expenditure of funds will require prior written approval by the NPS GIS Coordinator and issuance of a task agreement signed by the NPS contracting officer. Prior to the commencement of any work arising under this Agreement, a proposal from the requesting agency describing the deliverable product, delivery schedule, and funding shall be submitted to the NPS key official.

ARTICLE IX - MODIFICATION/TERMINATION

- A. This Agreement may be modified at any time upon written approval of the parties.
- B. Each party may terminate its participation in this Agreement by providing 60 days written notice to the other parties.
- C. This Agreement may be terminated by mutual written agreement of all parties.

ARTICLE X- ATTACHMENTS AND APPENDICES

Attachment A - Southern Sierra Geographic Information Cooperative Area map

ARTICLE XI - AUTHORIZING SIGNATURES

Agreed Upon and Approved by:

“Signed”

_____ Richard H. Martin Park Superintendent USDI - National Park Service Sequoia and Kings Canyon National Parks	_____ Date
--	---------------

“Signed”

_____ Arthur L. Gaffrey Forest Supervisor, USDA - Forest Service Sequoia National Forest	_____ Date
--	---------------

“Signed”

_____ David Hillman Chief, Tulare Ranger Unit California Department of Forestry and Fire Protection	_____ Date
---	---------------

“Signed”

_____ Ron Fellows Field Office Manager, USDI – Bureau of Land Management Bakersfield Field Office	_____ Date
---	---------------

“Signed”

_____ Daniel Clark Chief, Kern County Fire Department County of Kern	_____ Date
---	---------------